

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Toronto-Dominion Bank		05/28/2003	Bank: CANADA

## RECEIVING PARTY DATA

Name:	Palliser Furniture Ltd.
Street Address:	55 Furniture Park
City:	Winnipeg, Manitoba
State/Country:	CANADA
Postal Code:	R3G 1B9
Entity Type:	CORPORATION: CANADA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75307169	HORIZONS BY PALLISER

## CORRESPONDENCE DATA

Fax Number: (302)658-5614

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 302-658-9141

Email: crothstein@cblh.com

Correspondent Name: Connolly Bove Lodge &amp; Hutz LLP

Address Line 1: P. O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:

21706-79

## DOMESTIC REPRESENTATIVE

Name: Connolly Bove Lodge &amp; Hutz LLP

Address Line 1: P. O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER:

Michael L. Lovitz, Esq.

TRADEMARK

REEL: 002922 FRAME: 0085

CH \$40.00 75307169

Total Attachments: 3

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## ASSIGNMENT BACK OF TRADEMARKS

WHEREAS The Toronto-Dominion Bank (the "Bank"), a Canadian bank located at 201 Portage Avenue at Main Street, Winnipeg, Manitoba, Canada R3C 2T2, is now indicated to be the owner of the following marks (the "Trade Marks") which are registered or are pending registration in the official records of the United States Patent and Trademark Office by reason of a certain Collateral Assignment of Trademarks made as of July 7, 1998 (the "Collateral Assignment") recorded at Reel 1848, Frame Nos. 0432-0440 in the Assignment Branch of the United States Patent and Trademark Office:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
CONTEMPRA	75/307,168	(abandoned)
FUNDAMENTALS	74/705,705	2,039,853
GENESIS DESIGN	75/016,684	
GREAT ROOMS BY PALLISER	75/304,699	2,185,682
HORIZONS BY PALLISER	75/307,169	
KIIRA DESIGNS	74/588,779	2,212,033
LEATHER CONNECTION	74/073,424	(abandoned)
LEATHER LEATHER	74/650,690	2,474,683
P DESIGN	73/354,536	1,235,731
PALLISEAL	73/782,967	1,623,690
PALLISER & Design	73/354,537	1,235,732

WHEREAS the Collateral Assignment was taken by the Bank on its own behalf and its capacity as agent for certain other financial institutions (the Bank and those other financial institutions referred to hereinafter collectively as the "Lenders");

WHEREAS Palliser Furniture Ltd. ("Palliser"), a Canadian corporation located at 55 Furniture Park, Winnipeg, Manitoba, Canada R3G 1B9, is and at all times has been the title owner of the Trade Marks and it was intended only that the Bank, as agent for the Lenders, have a security interest therein but not ownership thereof;

WHEREAS Palliser and the Bank on behalf of the Lenders are desirous of rectifying the registration of ownership of the Trade Marks in the official records of the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Bank on behalf of the Lenders does hereby reassign unto Palliser all right, title and interest in and to each of the Trade Marks, as well as any future trademarks as set out in paragraph 7 of the Collateral Assignment, together with the goodwill of the business symbolized by each of the marks, and the above identified registrations and registration applications therefor. Provided, however, that such reassignment shall not constitute an assignment or release of any security interest which the Bank holds on behalf of the Lenders.

The Bank, on behalf of the Lenders, hereby releases Palliser from all the warranties and representations and obligations it has, and has given, as set forth in paragraph 3 subparagraphs (a) to (e), and paragraphs 4, 6, 7 and 8 of the Collateral Assignment. Provided, however, that such release shall not be deemed to release Palliser from any

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similar representations, warranties or obligations contained in any other agreement or instrument to which it is a party.

The Toronto-Dominion Bank

Date:

May 28/03

By:

[Signature]

Name:

GARRY WILKES

Position:

RELATIONSHIP MANAGER

PROVINCE OF

MANITOBA

)

CITY OF

WINNIPEG

)

Before me, a Notary Public, in and for said Province, personally appeared the above-named Assignor who, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Assignment Back of Trademarks" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 28<sup>th</sup> day of MAY,

2003.

[Signature]  
Notary Public

Printed:

JAMES A. RIPLEY

Resident of

WINNIPEG, MANITOBA

My Commission Expires:

UNLIMITED

#178587